



Seattle Public Schools and City of Seattle Public Process Partnership Agreement: School District Facilities, Fort Lawton, Memorial Stadium, and Seattle Center 11/20/17

I. Preamble

Seattle Public Schools (SPS) and the City of Seattle (the City) agree to a collaborative partnership to jointly achieve unique opportunities for developing SPS facilities, including SPS in the Fort Lawton Redevelopment Plan and planning for a new Memorial Stadium that meets the stated interests of SPS and the City. The design should integrate with the vision for the Seattle Center campus. SPS and the City (the Parties) will collaborate to explore alternative sites for future SPS schools and/or facilities.

It is envisioned that the process outlined in this Public Process Partnership Agreement (Agreement) will result in the inclusion of SPS in the Fort Lawton Redevelopment Plan and a joint development agreement between the Parties on the siting and planning for a new Memorial Stadium and SPS facilities. Additionally, the Parties will partner on school capacity planning, financial cost sharing, and development of revenue opportunities.

This Agreement recognizes the ongoing SPS/City partnership to collaborate to achieve a joint vision for Seattle Center, obtain land for school-related uses at Fort Lawton, and plan for and identify sites for future schools/facilities. These cooperative efforts demonstrate the commitment to a strong SPS/City partnership and to engage the community in a transparent public process.

SPS and the City are committed to creating and improving facilities to serve students and families while also providing unique opportunities for visitors to Seattle Center. The Parties anticipate that this will be a long-term partnership through the visioning, site planning, design, financing, permitting, construction, and implementation phases to develop SPS facilities, including a new Memorial Stadium and other redevelopment projects at Seattle Center. The purpose of this partnership is to meet the interests of both SPS and the City.

The Parties each will maintain ownership and control of their parcels at Seattle Center. By mutual agreement, both parties may agree to adjust property lines and/or modify property parcels/ownership to benefit both Parties, future students, and Seattle Center visitors. Since both Parties are planning significant improvements to their respective properties at Seattle Center, they agree to work together at the staff and elected official levels to further these joint efforts to meet the Parties' respective interests (see *Interests of the Parties* table, attached).

The following principles will guide the partnership:

- Work collaboratively to address school planning capacity needs.
- Cooperate as partners on efforts to actualize SPS' plans for a new stadium, facilities, and ongoing revenue streams at Seattle Center.
- Coordinate to improve the cohesion of Seattle Center and develop designs that will be treasured by visitors from Seattle, the region, and around the world.
- Create functional facilities that provide an appealing environment and uses that meet the needs of both SPS and the City.
- Optimize all uses and access at Seattle Center, including the SPS sites.
- Work together through frequent communication and accountability to increase mutual gain, including financial resources, partnerships, and coordinated public outreach efforts that foster transparency and build public support.
- SPS will determine the need for and priority of school facilities and construction.
- Develop an opportunity for obtaining land for SPS facilities at Fort Lawton.
- City will assist SPS to acquire other properties for potential siting of future schools.

II. Understandings

The Parties both prioritize the values of equity and inclusion in planning processes, design and function of new facilities, and school capacity planning to meet the needs of students, families, Seattle Center visitors, and the community. The Parties will respect and honor Memorial Wall.

For SPS, the effort will focus on planning and constructing SPS facilities including a new Memorial Stadium to meet athletic requirements with a design that integrates well with Seattle Center, and maintaining and increasing revenue.

For the City, the effort will focus on creating SPS facilities that simultaneously meet SPS' needs and Seattle Center's needs for open space and joint use opportunities. Seattle Center's open space holds the campus together and unifies the unique architecture. Integration of additional open space will complete the essential connections needed for campus cohesion. Joint use of a new stadium will advance the City's desire to create a unique, iconic, multi-purpose, year-round facility at Seattle Center.

The Parties are committed to making Seattle Center an equitable, inclusive, and welcoming place for all. Furthermore, the Parties recognize the urgent need to focus on the education of students attending schools with high rates of poverty and students of color. The Parties are committed to equitable allocation of administrative and financial resources throughout the SPS district. The Parties will work to implement balanced educational projects across the district that are equitable and transparent.

The Parties have outlined more specific interests for this joint effort (see *Interests of the Parties* table, attached).

III. Elements and Actions of the Public Process Partnership

The parties agree to the following:

A. Overview of this Public Process Partnership

1. SPS and the City will coordinate and cooperate on opportunities for Memorial Stadium and school facilities at Seattle Center that will be cohesive and integrate well with the campus.
2. SPS recognizes that the City must continue with the Fort Lawton EIS process, with previously outlined housing and park alternatives, in order to meet the U.S. Army's requirements that the final EIS is published by March 31, 2018.
3. The City agrees to include provisions in its Fort Lawton Redevelopment Plan with the U.S. Army to allow SPS to acquire up to six acres of land for development of park uses, consistent with the Final EIS, and subject to agreement with the City on terms of SPS participation in the Plan, including financial participation, potential legal challenges, participation in public outreach and engagement, and demonstrated capacity to meet federal requirements within a prescribed timeline.
4. The City further agrees to assist SPS with acquisition of other properties that address access, equity, and inclusion for potential siting of future needed schools/facilities. Specific needed areas include, but are not limited to: a downtown elementary school and potentially a school sited on the current Roosevelt Reservoir site (if the reservoir is determined surplus to the needs of the Seattle Public Utilities water supply system). If determined surplus, a community planning process would follow.
5. The City is committed to be an active partner with SPS to implement an efficient and reasonable planning, permitting, and construction process.

B. Public Process

1. SPS and City staff will develop a public outreach effort to coordinate elected officials' meetings and public input on planning and design of all of the proposed projects.
2. The Parties will jointly prepare a draft public engagement plan that considers the capital and capacity planning process/schedule, recognizes established SPS public engagement processes, and considers City planning and project efforts at Seattle Center.

C. Elected Officials Process

1. A joint meeting of the School Board and the City Council is planned in January 2018. At this joint meeting, the elected officials will discuss key issues, scope of work, process and schedule for the joint planning efforts, and strategies for public involvement.
2. Additional elected officials' efforts will include, but not be limited to:
 - a. Meetings of the School Board and City Council to share progress and obtain input, as necessary.
 - b. Other meetings with individual elected official(s), committees, or meetings of the whole, separately or together.
 - c. Ahead of elected official decision points, the Board and Council are encouraged to conduct an additional joint meeting.

D. Siting, Visioning, and Design Considerations for Developing Preferred Alternatives for the Stadium and School Facility(s)

1. The Parties will jointly refine and document a preliminary analysis of facility siting and include the considerations, advantages, and challenges identified for each site.
2. The Parties will form technical teams (see section III.E. below) to refine the options for further consideration.
3. The planning efforts will encompass the items listed in the *Interests of the Parties* table (attached).
4. Visioning, siting, and design efforts will embody values for access, equity, and inclusion.

E. Technical Teams

1. SPS and the City will jointly form technical teams for visioning, joint planning, siting, considering inter-relationships among facilities, and design. The Parties will determine the necessary technical disciplines needed for these teams which may be composed of staff and jointly-hired architects, designers, and other consultants to accomplish the Parties' objectives.
2. The technical teams will:
 - a. Work to meet the interests of the Parties (*Interests of the Parties* table, attached).
 - b. Organize their work to assure good communication and coordination among the different efforts and regularly report progress and issues.
 - c. Conduct meetings and workshops.
 - d. Coordinate with Seattle Center redevelopment and master planning efforts.
 - e. Work toward equitable access and use of facilities, including consideration of creative improvements beyond ADA requirements.

F. Joint Development Agreement

The Parties expect that they will jointly draft a development agreement, which could include potential adjustment of property lines and/or property exchange(s), financial agreements, implementation steps, and other considerations.

G. Partnerships & Financial Commitments

1. The City will consider a financial partnership with SPS for this project.
2. The City will work with SPS to develop other funding sources and potential partnerships.

H. Mobility Planning

1. Mobility planning includes several components that will be considered, including but not limited to: parking, transit, pedestrian access, delivery and event access, and ADA access.
2. Mobility planning and facility design must prioritize equitable access for all, particularly differently-abled persons.

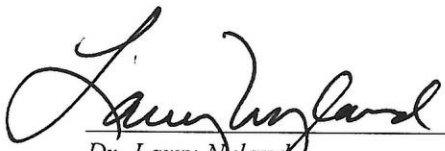
I. Communications

1. The teams will regularly engage the School Board, Superintendent, City Council, and Mayor in these efforts for decision-making.


2. The Parties will follow these communications protocols:
 - a. Participate in good faith and commit to work to resolve each other's issues and concerns.
 - b. Communicate with elected official(s) as appropriate.
 - c. Be clear and transparent in seeking public input and providing information to the public.
 - d. Share information regarding planning and project timelines, goals, objectives, key issues, communications, and outreach strategies.
 - e. Respect confidentiality within the parameters established by their jurisdiction and state law.
 - f. Share information on the progress of this joint effort, key issues, and areas of agreements and disagreement.
 - g. Jointly agree on external messaging including media contacts.

IV. Signatures

We are pleased that our teams are working together in this Public Process Partnership Agreement and look forward to together achieving the full potential and extraordinary outcomes for SPS students, families, Seattle Center visitors, and the community.


 Dr. Larry Nyland
 Superintendent, Seattle Public Schools

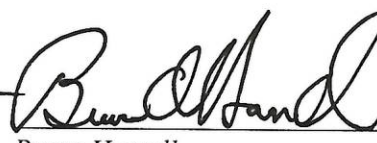
11/20/17
 Date


 Tim Burgess
 Mayor, City of Seattle

11/20/17
 Date


 Leslie Harris
 Board Director, Seattle Public Schools
 VP

11-20-17
 Date


 Bruce Harrell
 City Council President, City of Seattle

11/20/17
 Date



Attachment

Interests of the Parties

Seattle Public Schools' Interests	Category	City of Seattle's Interests
Recognize advantages to collaborating with the City for a unified Seattle Center, which includes a stadium, and may include other facilities and parking, and maintains and enhances revenue to SPS.	Seattle Center Overall Concepts	<ul style="list-style-type: none"> • Increase open space, particularly at the heart of the campus. • East-west connection: complete August Wilson Way. • North-south connection and sightline from McCaw Hall to the Armory. • SPS collaborates with the City on campus-wide design process. • Well-designed SPS facilities and stadium that integrate with SC campus, avoids blank walls and barriers. • Alignment with Seattle Center Century 21 Planning and Design Principles, and Design Guidelines. • Support of Uptown Urban Design Framework, compliance with Uptown Development Standards including 5th Avenue N as Class 1 Pedestrian Street.
Develop and maintain a joint vision.	SPS-City Partnership	Develop and maintain a joint vision.
Build trust.		Build trust.
Explore potential financial partnership(s).		Explore potential financial partnership(s).
Address school planning capacity needs.	School Capacity	Address school planning capacity needs.
Develop opportunity to obtain land for SPS facilities at Fort Lawton.		Develop opportunity to obtain land for SPS facilities at Fort Lawton.
City assists SPS to acquire other properties for potential siting of future schools.		City assists SPS to acquire other properties for potential siting of future schools.
Equitable, inclusive planning process.	Equity	Equitable, inclusive planning process.
School facility designs that make everyone feel welcome and included, and foster a healthy environment.		Seattle Center designs that make everyone feel welcome and included.
Equity in how school resources are		Equity in how school resources are

Seattle Public Schools' Interests	Category	City of Seattle's Interests
allocated.		allocated.
Protect from overuse or misuse by non-SPS entities.	Memorial Stadium	Support multiple public uses (concerts, events, festivals, etc.) as well as SPS athletics and other school uses.
Maintain athletic standards.		Potentially bring in outside partners.
Replace Memorial Stadium to meet modern needs/standards in a fiscally responsible way.		Memorial Stadium design that beautifully balances public access, security, and maintenance considerations.
Maintain and increase revenues from stadium use.		
Respect and honor Memorial Wall.		Willing to consider stadium financial partnership.
		Respect and honor Memorial Wall.
Maintain and increase revenue and parking capacity.	Parking	Replace parking capacity potentially for both SPS and Seattle Center needs (e.g. supply/number of stalls, location of stalls, and revenue/financial impacts).
Open to underground parking.		Potential partnership(s) to develop parking options.
		Replace Mercer Garage capacity (potentially with reduced number of stalls).
Explore innovative uses of technology to support and collaborate among educational, arts, cultural and entertainment uses.	Technology	Explore innovative uses of technology to support and collaborate among educational, arts, cultural and entertainment uses.
Build public support to pass SPS levies in 2018-19.	Funding	Build public support to pass SPS levies in 2018-19.
Sustain and enhance revenue opportunities.	Revenues	Sustain, replace, or enhance existing revenue. Consider revenue potential/opportunity costs of uses of City parcels.
Explore increased revenue opportunities beyond parking.		
Keep existing SPS property at Seattle Center.	Seattle Center Properties	Evaluate siting options for all parcels (SPS and City) creatively, balancing

Seattle Public Schools' Interests	Category	City of Seattle's Interests
		complex needs and considerations.
Choose stadium and facility sites that have significant multi-modal access, including transit.	Mobility	Include preliminary SPS mobility needs and trip generation in Seattle Center/KeyArena transportation mobility study.
		Allow for easy delivery of goods to the Armory.
Consider and balance multiple access needs for SPS staff, students, visitors, and delivery of goods.	Access	Consider and balance multiple access needs for Seattle Center campus staff, resident organizations, visitors, etc.
		Function of field/Republican alley level for maintenance, event/performance load-in/out and deliveries, trash/recycling, etc.
Inclusive public involvement in the planning, design, and construction of facilities.	Public Involvement	Inclusive public involvement in the planning, design, and construction of facilities.